

## SETTLEMENT AGREEMENT

*22nd* This Settlement Agreement ("Settlement Agreement") is made and entered into as of this day of April, 2011, by and between the Northern Indiana Public Service Company ("NIPSCO") and Brown Inc., Ddalt Corp. and Bulk Transport Corp. (Brown, Ddalt and Bulk Transport are hereafter referred to as "Brown") on the one hand (collectively, "Respondents"), and the People In Need of Environmental Safety ("P.I.N.E.S.") on the other hand (NIPSCO, Brown, and P.I.N.E.S., each a "Party" and collectively the "Parties").

WHEREAS, on April 5, 2005, NIPSCO and Brown on the one hand and P.I.N.E.S. on the other hand, entered into that certain Technical Assistance Plan Agreement (the "TAP Agreement") which set forth the initial terms and conditions for providing and administering grant funding to be used by P.I.N.E.S. to hire independent Technical Advisors to help interpret site documents developed under Respondents' Remedial Investigation and Feasibility Study ("RI/FS"); and

WHEREAS, in 2007, P.I.N.E.S. qualified for a grant in the amount of \$50,000, which grant was exhausted through P.I.N.E.S. active participation under the TAP Agreement by June 2008; and

WHEREAS, on June 19, 2009, P.I.N.E.S. submitted to Respondents a request for payment of an invoice from P.I.N.E.S.'s independent Technical Advisor, Geo-Hydro, Inc. ("GHI") for the period of July 2008 through May 2009 in the amount of \$86,409.90 (the "GHI Invoice"); and

WHEREAS, Respondents rejected the GHI Invoice contending that the work performed by GHI was outside the scope of work authorized by the TAP Agreement and was not otherwise approved by Respondents; and

WHEREAS, P.I.N.E.S. contends that Respondents did not reject the GHI invoice because Respondents did not notify P.I.N.E.S. of their rejection in writing within 30 days of receipt of the GHI invoice, as required by the TAP Agreement, and thereby accepted it; and

WHEREAS, by letter dated on October 5, 2010, P.I.N.E.S. notified the U.S. EPA and Respondents of its intent to sue under Section 310 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9659 (the "Notice Letter") which alleged (i) the TAP Agreement improperly limited the purposes for which P.I.N.E.S. may use TAP funds to hire independent Technical Advisors, (ii) the TAP Agreement improperly limited P.I.N.E.S.'s ability to obtain additional funding, (iii) Respondents improperly refused to pay the GHI Invoice, and (iv) the TAP Agreement improperly failed to provide a method for P.I.N.E.S. to seek review of any EPA resolution of a dispute between P.I.N.E.S. and Respondents ("P.I.N.E.S. claims"); and

WHEREAS, the Respondents proposed on March 1, 2011, to resolve P.I.N.E.S. claims by making payment of the GHI Invoice and by making available under the TAP Agreement an additional grant of up to \$77,030 to be spent, in accordance with the budget attached hereto as **Exhibit A** (the "Budget") for the sole purpose of performing work outlined in the scope of work

attached hereto as **Exhibit B** (the "Scope of Work"), all conditional upon P.I.N.E.S. maintaining compliance with the terms of the TAP Agreement and other terms and conditions as set forth herein; and

WHEREAS, the Parties wish to fully resolve P.I.N.E.S.'s claims and the Parties agree that the terms and conditions set forth herein are fair and reasonable;

NOW, THEREFORE, in consideration of the conditions and covenants contained in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

- I. All terms which are capitalized but not defined herein shall have the same meaning ascribed to them in the TAP Agreement.
- II. P.I.N.E.S. agrees not to seek reimbursement from Respondents for its obligation to GHI for technical assistance to enable P.I.N.E.S. to fulfill its obligation under the TAP Agreement through the date of this Settlement Agreement, including but not limited to any costs incurred during the period of June 2009 through May 2010.
- III. Respondents agree to make a new grant of up to \$77,030 for work to be performed by a Technical Advisor under the TAP Agreement (the "New TAP Grant") in accordance with the following terms:
  - A. The New TAP Grant will be available for payment of work to be performed as outlined in the Scope of Work (**Exhibit B**), in accordance with the Budget (**Exhibit A**).
  - B. Copies of GHI invoices to P.I.N.E.S. for such work shall also be sent directly to Respondents with adequate supporting documentation, including timesheets for timekeepers showing detail of work performed and the time expended for such work, utilizing the template attached hereto as **Exhibit C**.
  - C. Any changes to the Scope of Work must be approved in advance by Respondents.
  - D. If the work identified in the Scope of Work is not completed within the Budget, P.I.N.E.S. may not authorize GHI or any other Technical Advisor to perform any additional work under the TAP Agreement until such time as P.I.N.E.S. has sought additional funding in accordance with the terms of the TAP Agreement and such additional funding amounts have been approved by Respondents.
- IV. Respondents agree to make payment of the GHI Invoice in the amount of \$86,409.90 as herein provided:
  - A. Within 14 days of the date of complete execution of this Settlement Agreement, Respondents shall pay GHI \$24,000 in partial payment of the GHI Invoice.

- B. Respondents will pay the remaining \$62,409.40 balance on the GHI Invoice upon the termination of the TAP Agreement, or such earlier date as agreed to by the Parties, provided that as of that date either:
  - 1. The work identified in the Scope of Work has been completed within the Budget and P.I.N.E.S. has complied with all of the terms and conditions of the TAP Agreement; or
  - 2. The work identified in the Scope of Work was not completed within the Budget and P.I.N.E.S. qualified for additional funding under the TAP Agreement and P.I.N.E.S. has complied with all of the terms and conditions of the TAP Agreement.
- C. Notwithstanding Paragraph III.B. above, if P.I.N.E.S. exhausts some or all of the New TAP Grant in a manner inconsistent with the terms or conditions of the TAP Agreement (including without limitation, any failure to seek approval of changes to the Scope of Work prior to authorizing any Technical Advisor to perform any work outside of the Scope of Work), and P.I.N.E.S. obtains an additional grant from Respondents under the TAP Agreement to complete work under the TAP Agreement, then Respondents may, in their sole discretion, not pay some or all of the unpaid amount of the GHI Invoice, with the amount not paid to equal the amount of the additional grants obtained by P.I.N.E.S. under the TAP Agreement.
- V. P.I.N.E.S. on behalf of itself and its successors and assigns, hereby releases, acquits and forever discharges Respondents from any and all claims, causes of action, demands, obligations, liabilities, and damages, (including, but not limited to, all compensatory, punitive, bad faith, extra-contractual or exemplary damages), whether known or unknown, asserted or unasserted, whether at law or in equity, of any type, nature or description whatsoever, which P.I.N.E.S. now has, or ever had arising from or relating to "P.I.N.E.S. claims," as described above, against Respondents, or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof, related to or otherwise derivative from those claims.
- VI. Each of the Parties, on their own behalf and their respective successors and assigns, hereby agree that the TAP Agreement in its current form and content as of the date of this Settlement Agreement is the exclusive, complete, and binding agreement for the funding and conduct of P.I.N.E.S. activities as the Community Group designated pursuant to and in compliance with the terms and conditions of April 2004 Administrative Order on Consent (Docket No. V-W-04-C-784 ("AOC II") and the attached Statement of Work ("SOW") for the Pines Area of Investigation.
- VII. Other Provisions
  - A. Each of the Parties hereby represents and warrants to the other that, except as expressly set forth herein, it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claims, debts, liabilities, demands, obligations, damages, losses, costs, expenses, attorneys' fees,

actions or causes of action released herein. Each of the Parties agrees to indemnify, hold harmless and defend (including the payment of actual attorneys' fees, costs and expenses) the other of and from any claims, debts, liabilities, demands, obligations, damages, losses, costs, expenses, attorneys' fees, actions or causes of action that are in any way based on or arise out of any such assignment or transfer.

- B. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of law provisions thereof.
- C. The Parties acknowledge that for the purpose of enforcing the terms of this Settlement Agreement or entering judgment, jurisdiction and venue shall lie with the LaPorte Superior Court, LaPorte County, Indiana.
- D. Each of the Parties represents and warrants that it has been represented by separate legal counsel of its own choice and throughout all of the negotiations that preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement; that it has carefully and thoroughly reviewed this Settlement Agreement in its entirety with that counsel; that its counsel has approved it as to form; and that it understands the terms used herein.
- E. Each Party has had the opportunity to investigate this matter, determine the advisability of entering into this Settlement Agreement and has entered into this Settlement Agreement freely and voluntarily. Each of the Parties acknowledges that in executing this Settlement Agreement they rely solely on their own judgment, belief and knowledge and on such advice as they may have received from their own counsel and that they have not been influenced by any representation or statements made by the other party or its counsel. No provision in this Settlement Agreement is to be interpreted for or against any of the Parties because that Party or its counsel drafted such provision.
- F. It is understood and agreed by the Parties that all understandings, agreements and representations heretofore had or made by the Parties with respect to the matters covered by this Settlement Agreement are merged into this Settlement Agreement, which alone fully and completely expresses the Parties' agreement.
- G. No alteration, amendment, change or addition to this Settlement Agreement shall be binding upon any Party hereto unless and until agreed to and reduced to writing and signed by all of the Parties.
- H. The Parties and the individuals signing this Settlement Agreement represent and warrant that the individuals signing this Settlement Agreement are duly authorized and empowered to act on behalf of and to sign for the Party for whom they have signed respectively, that this Settlement Agreement has been duly and

validly executed by them, and that this Settlement Agreement constitutes the valid and binding obligation of the Parties.

- I. This Settlement Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Parties.
- J. Any statements, communications, or notices to be provided pursuant to this Settlement Agreement shall be sent by certified mail, return receipt requested, and by facsimile to the attention of the persons indicated below, until such time as notice of any change of the person to be notified or change of address is forwarded in written to all parties:

If to P.I.N.E.S.: Paul Kysel

*Exemption 6*

with a copy to: Kim Ferraro, Esq.  
Legal Environmental Ail Foundation of Indiana, Inc.  
150 Lincolnway, Suite 3002  
Valparaiso, IN 46383  
Tel: (219) 464-0104  
Fax: (219) 464-0115

If to NIPSCO: Dan Sullivan  
Nisource Corporate Services Company  
801 E. 86th Avenue  
Merrillville, IN 46410

with a copy to: Gabriel M. Rodriguez, Esq.  
Schiff Hardin LLP  
233 S. Wacker Dr., Suite 6600  
Chicago, IL 60606  
Tel: (312) 258-5516  
Fax: (312) 258-5700

If to Brown: Valerie Blumenfeld  
Brown Inc.  
720 W. U.S. Highway 20  
Michigan City, IN 46360-6897

with a copy to: Louis M. Rundio, Jr.  
McDermott Will & Emery LLP  
227 W. Monroe St.  
Chicago, IL 60606

- K. This Settlement Agreement may be executed in counterparts and facsimile copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date first above written.

People In Need of Environmental Safety

By: Paul Kyse

Name: PAUL KYSEL

Title: PINES Group President

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RESPONDENTS:

Northern Indiana Public Service Company

By: 

Name: Michael J. Fiss

Title: Chief Operating Officer

Brown Inc.

By: 

Name: Valerie Blumenfeld

Title: Representative

Ddalt Corporation

By: 

Name: Valerie Blumenfeld

Title: Representative

Bulk Transport Corporation

By: 

Name: Valerie Blumenfeld

Title: President





## ATTACHMENT B

**GEO-HYDRO, INC**  
Consulting in Geology and Hydrogeology

1928 E. 14<sup>th</sup> Avenue  
Denver, Colorado 80206  
(303) 322-3171

### **TAP Scope of Work and Budget Through Record Of Decision Pines Alternative Superfund Site**

This scope of work and budget estimate has been developed by Geo-Hydro, Inc. (GHI) to include tasks identified during a discussion with Mr. Matt Ohl, USEPA Remedial Project Manager for the Pines alternative superfund site, that are required to continue TAP support through completion of the Proposed Plan. The tasks yet to be completed under the TAP Agreement and included in this scope of work are expected to be:

- Task 1: PINES Operating Expenses
- Task 2: Review and comment on second draft of the Human Health Risk Assessment
- Task 3: Review and comment on an assumed third draft of the Human Health Risk Assessment
- Task 4: Review and comment on the draft Ecological Risk Assessment
- Task 5: Review and comment on the second draft Ecological Risk Assessment
- Task 6: Review and comment on the draft Identification of Remedial Action Objectives Technical Memorandum
- Task 7: Review and comment on the second draft of the Remedial Action Objectives Technical Memorandum
- Task 8: Review and comment on the draft Development and Screening of Alternatives Technical Memorandum
- Task 9: Review and comment on the second draft Development and Screening of Alternatives Technical Memorandum
- Task 10: Review and comment on the draft Feasibility Study
- Task 11: Review and comment on the second draft Feasibility Study
- Task 12: Review and comment on the draft Proposed Plan
- Task 13: Review and comment on the second draft Proposed Plan

#### Scope of Work and Budget

Details on the expected effort to perform the above tasks are provided below. The estimated costs associated with each task assume that the deliverables submitted by the Respondents for review will be of sufficient quality and transparency that significant technical involvement, other than review and written commenting are not required.

#### *Task 1: PINES Operating Expenses*

Funding for PINES to organize and hold public meetings, produce and disseminate materials to update, inform and educate the public, including the use of mechanisms such as preparing and copying

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materials, holding public meetings, providing technical support at such meetings, and maintaining a website, will require on the order of \$5,000. The remainder of the authorization can be expected to be available for technical support in the form of review of draft documents, preparing comments on draft documents, and explanation of significant findings and ramifications to the PINES group and public.

### *Task 2: Review and Comment on the second draft Human Health Risk Assessment*

The initial activity in this task will be to orient the Project Toxicologist with a cursory review of previous project documentation including the Site Management Strategy document, the Remedial Investigation, and the Risk Assessment Workplan. The Project Toxicologist will then be briefed on project activities to date including the Remedial Investigation, its history and limitations; the aborted groundwater modeling effort and its implications, and other relevant project history.

The second draft Human Health Risk Assessment (HHRA) will then be reviewed with respect to standard practices and assumptions. Comments provided to PINES will cover the approach, results, and conclusions of the document and its implications for the public. Some calculations will be spot-checked for accuracy. The second draft HHRA is composed of text, figures and tables, and appendices. It is noted that the appendices include many substantive evaluations, discussions, data sets, and calculations that will require detailed review (including such details as the drinking water pathway evaluation that is included in an appendix). Not including the HHRA Work Plan (Appendix G), the entire second Draft HHRA (including tables, figures and appendices) consists of 1363 pages. Our estimate of the effort required to review and comment on the second draft HHRA is summarized below.

<b>Estimated Task 2 Budget - Review Second Draft HHRA</b>				
Task	Pages	Review Rate	Estimated Hours	Estimated Cost
Orient Toxicologist			32 hours	\$4,000
Review Text	142 pages	6 pages/hour	24 hours	\$3,000
Review Tables and Figures	181 pages	8 pages/hour	23 hours	\$2,875
Review Appendices	1040 pages	8 pages/hour	130 hours	\$16,250
Total Task Estimate			209 hours	\$26,125

### *Task 3: Review and comment on an assumed third draft of the Human Health Risk Assessment*

The third draft HHR Assessment will primarily be reviewed to evaluate whether previous comments have been appropriately incorporated into the document and to identify other substantive changes that may have been made on the revised document. New calculations will be spot-checked for accuracy. Comments provided to PINES will include comments on the previous version that are not

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appropriately incorporated, new comments that come to light during this review, conclusions of the document, and its implications for the public.

Our estimate of the effort required to review and comment on the third draft HHRA assumes that the document will not be significantly expanded to incorporate comments on the previous version and is summarized below.

<b>Estimated Task 3 Budget - Review Third Draft HHRA</b>				
Document	Pages	Review Rate	Estimated Hours	Estimated Cost
Review Text	142 pages	12 pages/hour	12 hours	\$1,500
Review Tables and Figures	181 pages	16 pages/hour	11 hours	\$1,375
Review Appendices	1040 pages	24 pages/hour	43 hours	\$5,375
Total Task Estimate			68 hours	\$8,250

### *Task 4: Review and comment on the draft Ecological Risk Assessment*

GHI will review the draft Ecological Risk Assessment (ERA) with emphasis on exposure pathways, exposure assessment, risk characterization; and critical assumptions and uncertainties. Some calculations will be spot-checked for accuracy. Comments provided to PINES will cover the approach, results, and conclusions of the document and its implications for the environment and the public.

Like the Human Health Risk Assessment, the appendices of the draft ERA include many substantive evaluations, discussions, data sets, and calculations that will require detailed review. The draft ERA (including tables, figures and appendices) consists of 856 pages. Our estimate of the effort required to review and comment on the draft ERA is summarized below.

<b>Estimated Task 4 Budget - Review Draft ERA</b>				
Document	Pages	Review Rate	Estimated Hours	Estimated Cost
Review Text	103 pages	6 pages/hour	17 hours	\$2,125
Review Tables and Figures	109 pages	8 pages/hour	14 hours	\$1,750
Review Appendices	644 pages	8 pages/hour	80 hours	\$10,000
Total Task Estimate			111 hours	\$13,875

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### *Task 5: Review and comment on the second draft Ecological Risk Assessment*

The second draft ERA will be primarily be reviewed to evaluate whether previous comments have been appropriately incorporated into the document and to identify other substantive changes that may have been made on the revised document. New calculations will be spot-checked for accuracy. Comments provided to PINES will include identification of comments on the previous version that are not appropriately incorporated, new comments that come to light during this review, conclusions of the document, and its implications for the environment and public. Our estimate of the effort required to review and comment on the second draft ERA assumes that the document will not be significantly expanded to incorporate comments on the previous version and is summarized below.

<b>Estimated Task 5 Budget - Review Second Draft Eco Risk Assessment</b>				
Document	Pages	Review Rate	Estimated Hours	Estimated Cost
Review Text	103 pages	12 pages/hour	9 hours	\$1,125
Review Tables and Figures	109 pages	16 pages/hour	7 hours	\$875
Review Appendices	644 pages	24 pages/hour	27 hours	\$3,375
Total Task Estimate			68 hours	\$5,375

### *Task 6: Review and comment on the draft Identification of Remedial Action Objectives Technical Memorandum*

GHI will review the draft Identification of Remedial Action Objectives Technical Memorandum with emphasis on constituents of concern, exposure pathways and receptors, acceptable constituent levels, abatement of unacceptable current or future risks, and applicable or relevant and appropriate requirements. Comments provided to PINES will document issues with the approach, results, and conclusions of the document and its implications for the environment and public.

As this document has not yet been prepared, GHI assumes that it will be on the order of 150 pages in length. Assuming a review and commenting rate of about 6 pages per hour on a new document, we expect that document review and commenting will require approximately 25 hours or approximately \$3,125. This estimate may change depending on the size of the document that is actually produced.

### *Task 7: Review and comment on the second draft of the Remedial Action Objectives Technical Memorandum*

The second draft Identification of Remedial Action Objectives Technical Memorandum will be primarily be reviewed to evaluate whether previous comments have been appropriately incorporated into the document and perform a cursory review of the entire document to identify other changes that

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may have been made on the revised document. Comments provided to PINES will include identification of changes made to the previous document, identification of comments on the previous version that are not appropriately incorporated, conclusions of the document, and its implications for the environment and public.

Assuming the document is on the order of 150 pages long and a review and commenting rate of about 12 pages per hour on a re-issued document, we expect that document review and commenting will require approximately 13 hours or approximately \$1,625. This estimate may change depending on the size of the document that is produced.

### *Task 8: Review and comment on the draft Development and Screening of Alternatives Technical Memorandum*

GHI will review the draft Development and Screening of Alternatives Technical Memorandum with emphasis on general response actions, areas and volume of CCW to which response actions apply, screening of remedial technologies, evaluation of alternative effectiveness, screening of alternatives in terms of implementability, and costs. GHI will also critically review rationale for eliminating alternatives that are not retained. Comments provided to PINES will document issues with the approach taken, technologies evaluated (retained and eliminated), assumptions used during screening, and alternative technologies that should be considered. The limitations and implications of the technologies retained for further evaluation and eliminated from further consideration will be explained to PINES for dissemination to the public.

Assuming the document is on the order of 150 pages and a review and commenting rate of about 6 pages per hour on a re-issued document, we expect that document review and commenting will require approximately 25 hours or approximately \$3,125. This estimate may change depending on the size of the document that is produced.

### *Task 9: Review and comment on the second draft Development and Screening of Alternatives Technical Memorandum*

The second draft Development and Screening of Alternatives Technical Memorandum will primarily be reviewed to evaluate whether previous comments have been appropriately incorporated into the document and perform a cursory review of the entire document to identify other changes that may have been made on the revised document. Comments provided to PINES will include identification of comments on the previous version that are not appropriately incorporated, new comments that come to light during this review, conclusions of the document, and its implications for the environment and public. GHI will discuss and explain the conclusions of the document with PINES. PINES will then be in a position to inform the public through public meetings and/or other means about the remedial options under consideration.

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Assuming the document is on the order of 150 pages long and a review and commenting rate of about 12 pages per hour on a re-issued document, we expect that document review and commenting will require approximately 13 hours or approximately \$1,625. This estimate may change depending on the size of the document that is produced.

### *Task 10: Review and comment on the draft Feasibility Study*

The draft Feasibility Study will be reviewed by GHI with special attention to the treatment of each of the nine required evaluation criteria. GHI will prepare comments, and discuss and explain the range of remedial options to PINES to help its members to understand the potential benefits, trade-offs, and implications of the various options.

Assuming that the Final Feasibility Study (including table, figures and appendices) will be in the vicinity of 500 pages in length and a normal review and commenting rate of about 6 pages per hour on a new document, we expect that document review and commenting will require approximately 83 hours or approximately \$10,375. This estimate may change depending on the size of the document that is produced.

### *Task 11: Review and comment on the second draft Feasibility Study*

The second draft Feasibility Study will primarily be reviewed to evaluate whether previous comments have been appropriately incorporated into the document and perform a cursory review of the entire document to identify other changes that may have been made on the revised document. Comments provided to PINES will include identification of comments on the previous version that are not appropriately incorporated and new comments that come to light during this review. GHI will discuss and explain the conclusions of the document with PINES, and its implications for the environment and public. PINES will then be in a position to inform the public through public meetings and/or other means about the remedial options, collect public input on acceptance of the various options, and provide feedback about public acceptance to the agencies.

Assuming that the Final Feasibility Study (including table, figures and appendices) will be in the vicinity of 500 pages in length and a normal review and commenting rate of about 12 pages per hour on a re-issued document, we expect that document review and commenting will require approximately 42 hours or approximately \$5,250. This estimate may change depending on the size of the document that is produced.

### *Task 12: Review and comment on the draft Proposed Plan*

The draft Proposed Plan will be reviewed for explanation to PINES. GHI will review and provide comments to PINES on the EPA's selected remedy and highlight the associated benefits and/or problems. GHI will discuss and explain the proposed plan to PINES, identifying potential implications for the environment and public. Assuming the document is on the order of 30 pages, we estimate that

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review and summarization of the draft Proposed Plan, and discussions of the plan with PINES will take approximately 3 days or \$3,000.

### *Task 13: Review and Comment on the second draft Proposed Plan*

The second draft Proposed Plan will be reviewed by GHI for explanation to PINES. GHI will identify to PINES any comments on the draft document that are not appropriately incorporated in the second draft document. GHI will discuss and explain the conclusions of the document to PINES, and its implications for the environment and public. PINES will then be in a position to inform the public through public meetings and/or other means about the planned remediation. Assuming the document is on the order of 30 pages, we estimate that review and summarization of the second draft Proposed Plan will take approximately 2 days or \$2,000.

### Budget Summary

Task	Proposed Budget
Task 1: PINES Operating Expenses	\$5,000
Task 2: Review and Comment on the second draft Human Health Risk Assessment	\$26,125
Task 3: Review and comment on an assumed third draft of the Human Health Risk Assessment	\$8,250
Task 4: Review and comment on the draft Ecological Risk Assessment	\$13,875
Task 5: Review and comment on the second draft Ecological Risk Assessment	\$5,375
Task 6: Review and comment on the draft Identification of Remedial Action Objectives Technical Memorandum	\$3,125
Task 7: Review and comment on the second draft of the Remedial Action Objectives Technical Memorandum	\$1,625
Task 8: Review and comment on the draft Development and Screening of Alternatives Technical Memorandum	\$1,325
Task 9: Review and comment on the second draft Development and Screening of Alternatives Technical Memorandum	\$1,625
Task 10: Review and comment on the draft Feasibility Study	\$10,375
Task 11: Review and comment on the second draft Feasibility Study	\$5,250
Task 12: Review and comment on the draft Proposed Plan	\$3,000
Task 13: Review and Comment on the second draft Proposed Plan	\$2,000
<b>Total Estimated Budget</b>	<b>\$86,950</b>

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If a deliverable is sufficiently clear and concise so that its review and preparation of comments does not require the entire budget for that item, the remainder will be available for use on subsequent deliverables. In the event that the size or construction of a deliverable is such that additional budget is needed to complete the review, GHI will notify PINES of the deficiency and its causes so that authorization for additional funding from the respondents can be sought. GHI will not complete the review of an under-funded deliverable without authorization for additional budget.



**NAME:** Kelly Triplitz

**TITLE:** Risk Assesor II

**WEEK ENDING:** 2/11/2011

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